

**Notice of Disposal (NOD)****SALE OF NATIVE HAY**

Sealed offers for the purchase and removal of the following Government-owned property will be received until 12:00 p.m.;  
May 16, 2007, at the Skiatook Lake Project Office, 5353 Lake road, Skiatook, OK 74070. A pre-offer conference will be held at  
 11:30 a.m. on the same day and at the same location of the opening to answer questions. Point of contact is Greg Bersche at  
 918-396-3170 and or the Real Estate Division at 918-669-7686.

| AREA | SECTION/TOWNSHIP/RANGE                | EXHIBIT | ACRES |
|------|---------------------------------------|---------|-------|
| 1    | Sec. 26, T22N, R11E, Osage County, OK | A       | 25    |
| 2    | Sec. 26, T22N, R11E, Osage County, OK | A       | 30    |
| 3    | Sec. 3, T21N, R11E, Osage County, OK  | A-1     | 20    |
|      |                                       |         |       |

**OFFER DEPOSIT:** Entire amount if offer is \$250 or less - **OR** - 25 percent (%) of amount offer if total amount offer exceeds \$250.

**OFFER INSTRUMENT:** Check or money order made payable to **FAO, USAED, TULSA.**

All offers are subject to the terms and conditions set forth in the attached **SALES AGREEMENT.**

All work is to be completed by June 15, 2007 and the property shall be removed from **GOVERNMENT** property by June 28, 2007.

**OFFER****Mail Bids To:**

Sealed Bid DACW56-9-07-208  
 Skiatook Lake Project Office  
 5353 Lake Road  
 Skiatook, OK 74070

I, (print name) \_\_\_\_\_, (address) \_\_\_\_\_, (phone) \_\_\_\_\_

submit the following bids:

|              | AREA | AMOUNT OFFER | AREA | AMOUNT OFFER |
|--------------|------|--------------|------|--------------|
|              |      | \$           |      | \$           |
|              |      |              |      |              |
|              |      |              |      |              |
|              |      |              |      |              |
| <b>TOTAL</b> |      | \$           |      | \$           |

In the event I am the successful offeror, I hereby agree to execute and be bound by the terms and conditions set forth in the **SALES AGREEMENT.**

(DATE) \_\_\_\_\_

(SIGNATURE) \_\_\_\_\_

\*Fill out reverse side of this OFFER.

**OFFEROR REPRESENTS THAT HE/SHE OPERATES AS:** *(CHECK APPROPRIATE BOX)*

- ☐ an individual only
- ☐ a joint tenancy as husband and wife with right of survivorship
- ☐ an individual doing business as \_\_\_\_\_
- ☐ a partnership consisting of \_\_\_\_\_
- ☐ a corporation, incorporated in the state of \_\_\_\_\_
- ☐ a limited liability company under the laws of the state of \_\_\_\_\_
- ☐ a trustee acting for \_\_\_\_\_

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(Name) (Title)

of the corporation/company named as offeror herein; that \_\_\_\_\_  
(Name)

who signed this bid on behalf of the offeror was then \_\_\_\_\_  
(Title)

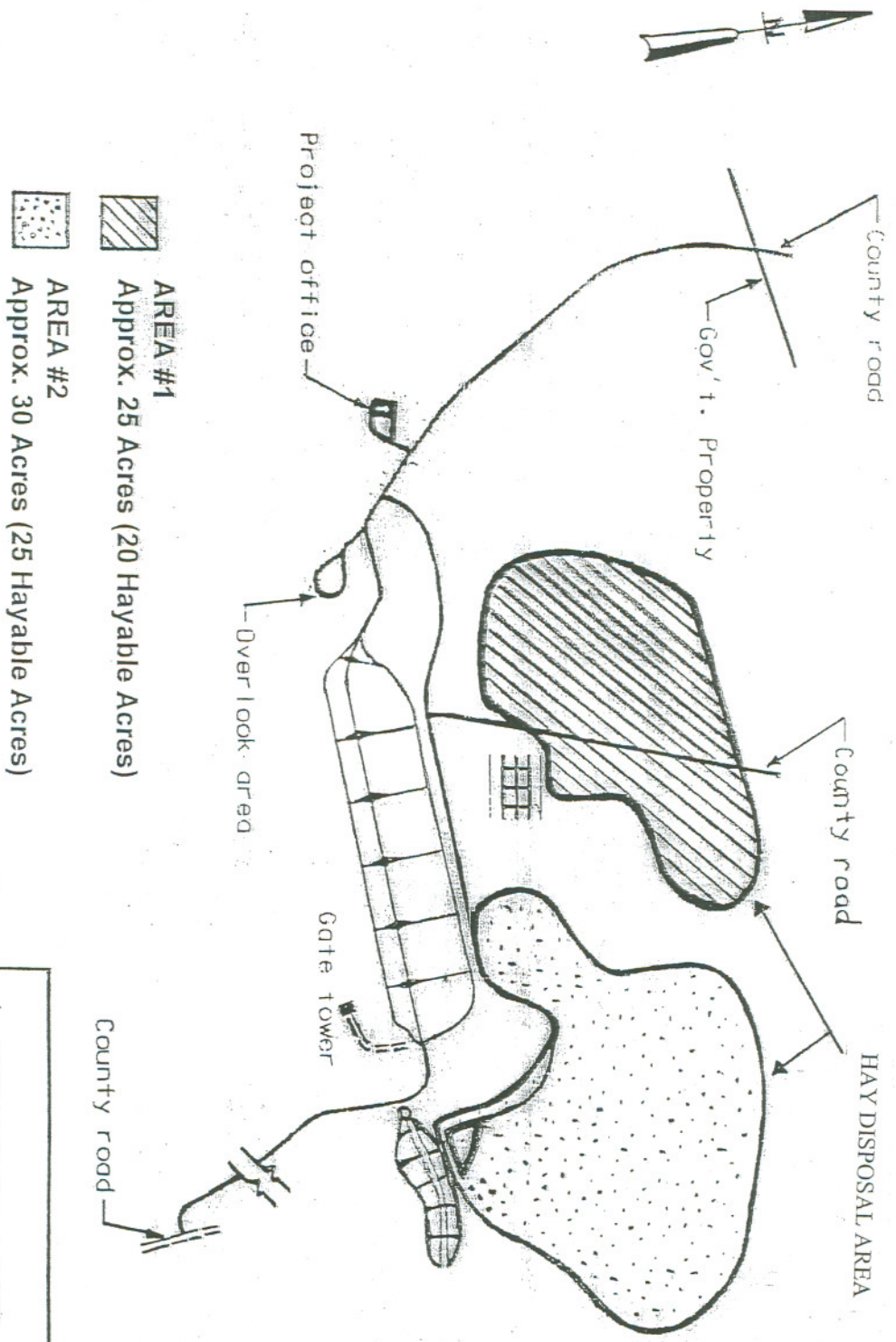
of said corporation/company; that said offer was duly signed for and in behalf of said corporation/company by authority of its governing body and is within the scope of its powers.

AFFIX  
SEAL

**ACCEPTANCE BY THE GOVERNMENT**

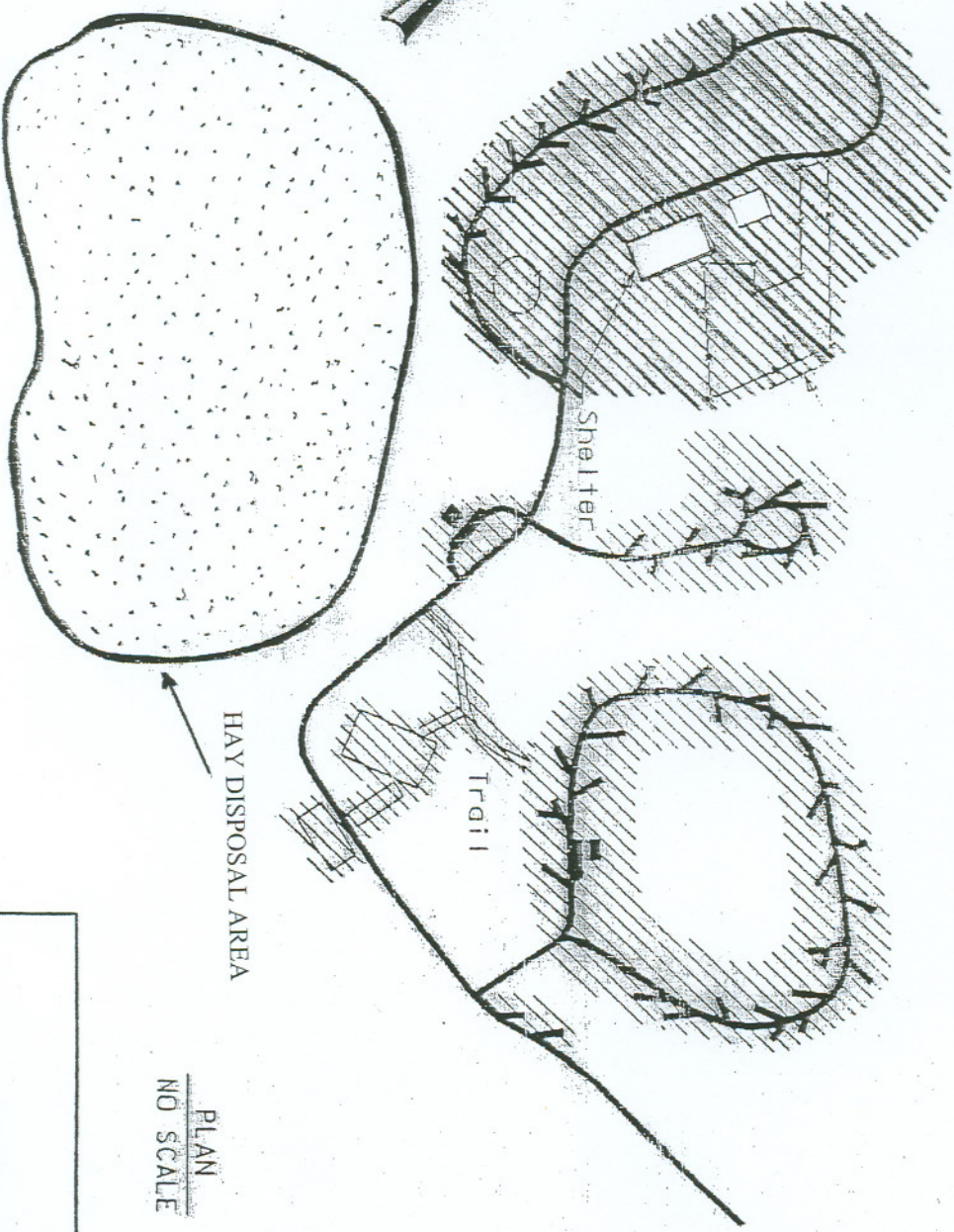
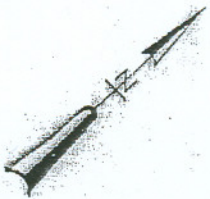
Accepted by the United States this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, as to Areas  
\_\_\_\_\_.

\_\_\_\_\_  
**STEPHEN R. ZELTNER**  
Chief, Real Estate Division  
Tulsa District, Corps of Engineers



**SKIATOOK LAKE**  
DAM SITE AREA ACCESS, ROADS  
AND OVERLOOK

EXHIBIT A



  
**AREA #3**  
Approx. 20 Acres (20 Hayable Acres)

PLAN  
NO SCALE

**SKIATOOK LAKE**  
TALL CHIEF COVE



## **LAND USE REGULATIONS**

1. Hay will be accomplished prior to June 15. Any time extensions will come in writing from the Lake Manager. All harvesting operation machinery and hay bales will be removed from Government property by 28 June
2. Only one cutting will be permitted.
3. Acreage figures quoted are for the total tract. Actual acreage suitable for haying is to be determined by the offeror.
4. Notification will be given to the Lake Manager prior to cutting and/or removal of baled hay.

## **EXHIBIT B**

# DRAFT COPY ONLY

SKIATOOK LAKE, OK

DACW56-9-07-207

## SALES AGREEMENT

**THIS SALES AGREEMENT** is made and entered into this \_\_\_\_ day of 20\_\_\_\_, by and between the **UNITED STATES OF AMERICA**, hereinafter called the **GOVERNMENT**, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called

**PURCHASER. THE GOVERNMENT**, under and pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and the delegation of authority to the Secretary of Defense from the Administrator of the General Services Administration (41 CFR 101-45.309-1 and 41 CFR 101-47.302-2), and the further delegation to the District Engineer, U.S. Army Corps of Engineers, does grant, sell, and convey to **PURCHASER**, \_\_\_\_\_ (Athe property≡),

located on \_\_\_\_\_ Acres within Area(s) \_\_\_\_\_,

**LAKE** Tract No(s) \_\_\_\_\_, Section(s) \_\_\_\_\_, T \_\_\_\_\_, R \_\_\_\_\_,

(Athe site≡) as shown on the map identified as Exhibit A, attached hereto and made a part

hereof, for and in consideration of the sum of

**AND NO/100 DOLLARS (\$\_\_\_\_\_ .00)**, receipt of which is hereby acknowledged:

**SUBJECT**, however, to the conditions set forth below:

1. **PURCHASER** shall remove the property from the site within \_\_\_\_ days from the date this **SALES AGREEMENT** is executed. Failure to do so shall result in the forfeiture by **PURCHASER** of all monies paid and title to the property shall revert to the **GOVERNMENT**.

2. **PURCHASER** shall assume all responsibility for the care and protection of the property and shall remove it from the site and restore the site in a manner and to a condition satisfactory to the **District Engineer** and in accordance with the terms hereof, not later than and within the time limits specified above.

3. **PURCHASER** shall not resell, or advertise for resale, the property or any part thereof, until after its removal from the site.

4. **PURCHASER** assumes responsibility and liability for all injuries to persons or damages to property due to his operations under this contract, and agrees to indemnify and save harmless the **GOVERNMENT** against any and all claims of whatsoever kind arising out of or in any way connected to such operations.

## DRAFT COPY ONLY

5. **GOVERNMENT** property damaged or destroyed by the **PURCHASER** shall be promptly repaired or replaced by the **PURCHASER** to the satisfaction of the **District Engineer**, or in lieu thereof, the **PURCHASER** shall, if so required, pay to the **GOVERNMENT** money in the amount determined by the **District Engineer** to be sufficient to compensate for its loss.
6. All disputes concerning questions of fact which may arise, and which are not disposed of by mutual agreement, shall be decided by the **District Engineer**, who shall reduce his decision to writing and mail a copy thereof to the **PURCHASER**. Within 30 days from said mailing the **PURCHASER** may appeal to the **Secretary of the Army**, whose written decision or that of his designated representative shall be final and conclusive. Pending decision on such dispute, the **PURCHASER** shall diligently proceed with performance.
7. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of this contract or to any benefit that may arise therefrom. **FURTHER**, the **PURCHASER** warrants that he has employed no person or agency to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee.
8. **PURCHASER** shall comply with the **Land Use Regulations**, identified as Exhibit B, attached hereto and made a part hereof.

**IN WITNESS WHEREOF**, the **GOVERNMENT** has caused these presents to be executed in its name by **RICHARD FREEMAN**, Chief, Real Estate Division, Tulsa District, Southwestern Division, Corps of Engineers, this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

**UNITED STATES OF AMERICA**

**BY:**

**STEVE ZELTNER**  
Chief, Real Estate Division  
Tulsa District, Corps of Engineers

I hereby accept and agree to be bound by the terms and conditions of this **SALES AGREEMENT**.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE OF PURCHASER**